

RECORDING REQUESTED BY:
San Bernardino County Flood Control
District
Real Estate Services Department
385 N. Arrowhead Avenue, 3rd Floor
San Bernardino, CA 92415-0180

WHEN RECORDED MAIL TO:

Same as above

RECORDER:

Record without fee subject to Govt. Code
Sections 6103 and 27383
Recordation required to complete chain of title

APN: 0228-091-45-0000

**DECLARATION OF
ENVIRONMENTAL RESTRICTIONS
AND COVENANTS**

DOCUMENT TRANSFER TAX \$ 0.00

This Declaration of Environmental Restrictions and Covenants ("Declaration") is made by SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT, a political subdivision of the State of California ("Declarant") with respect to the "Property" (as hereinafter defined). As used herein, the term "Declarant" shall include any and all subsequent owners of the Property.

WHEREAS, Declarant is the owner of certain real property located at the southeast corner of Victoria Street and Interstate 15 in the City of Fontana, County of San Bernardino, State of California (commonly known as Assessor's Parcel Number 0228-091-45-0000) and more particularly described in the legal description attached hereto as Exhibit "A" and incorporated herein by reference ("Property"); and

WHEREAS, a closed solid waste landfill disposal and burn dump site, commonly known as the Etiwanda Disposal Site, ("Disposal Site") is located on the Property; and

WHEREAS, the San Bernardino County Local Enforcement Agency ("LEA"), which regulates the Disposal Site, requires that this Declaration be made to provide notice of the existence of the Disposal Site on the Property and to place certain restrictions and conditions regarding future land use on the Property, which shall run with the land, in accordance with California Civil Code Section 1471 to protect present or future human health or safety or the environment; and

WHEREAS, the LEA has authority to require that future land use at the Property be restricted due to the Disposal Site pursuant to section 21170 of Title 27 of the California Code of Regulations; and

WHEREAS, the Declarant's governing body may impose environmental restrictions on the Property due to the Disposal Site pursuant to California Public Resources Code Section 48022.5(h).

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and for other good and valuable consideration, Declarant, for itself and all successive owners, hereby declares and covenants that the Property shall be held and be subject to the following restrictions and conditions:

1. Notice is hereby given that the Disposal Site is located on the Property, and any interest conveyed is subject to this Declaration. Declarant shall maintain the Property in compliance with the Postclosure Land Use Plan and applicable Solid Waste State Minimum Standards to protect public health, safety, and/or the environment as a result of the presence on the land of hazardous materials.

2. The Disposal Site includes burn ash that contains metal substances classified as hazardous in California Code of Regulations, Title 22 (as further specified in the *Supplemental Site Investigation, Etiwanda Disposal Site, Southeast of the Intersection of Victoria Street and Interstate 15, Etiwanda, San Bernardino County, California, SWIS No. 36-CR-0021* dated March 16, 2017, for laboratory analysis of burn ash). Postclosure land use shall be restricted to activities that will not result in penetration of the soil cover or exposure of the burn ash (e.g., non-irrigated open space), and shall exclude construction of inhabited buildings and structures over the burn dump area. Proposed land uses that violate these restrictions shall require the proponent to apply to the San Bernardino County Solid Waste Local Enforcement Agency for removal of land use restrictions, and to the Department of Toxic Substances Control for a variance or removal of land use restrictions pursuant to section 25202.6 of the California Health and Safety Code.

3. Any proposed land use on the Property, including (but not limited to) all proposed postclosure land uses up to 1,000 feet from the footprint of the Disposal Site within the boundary of the property (as required by Section 21190 of Title 27 of the California Code of Regulations), must be submitted to the LEA and any other federal, state, or local governmental and regulatory authorities with jurisdiction over the Disposal Site ("Additional Authorities") for review and approval prior to the commencement of any construction. Nothing herein shall limit or otherwise affect the rights of any Additional Authorities. As of the date this Declaration is recorded, CalRecycle maintains an online database known as the "Solid Waste Information System (SWIS)." Information related to the Disposal Site is currently available on the SWIS database, which can be found at <https://www2.calrecycle.ca.gov/SolidWaste/Site/Search>, using the search term "Etiwanda Disposal Site (36-CR-0021)" in the Site field. As of the date this Declaration is recorded, a report titled "Supplemental Site Investigation" dated December 13, 2016, is available on the SWIS Database and contains a document titled "Site Map with Geophysical Overlays and estimated Extent of Wastes," showing the approximate boundary of the Disposal Site as of the date shown in the site map. For avoidance of doubt, the aforementioned report and site map are referenced for informational purposes only and without any emphasis on them over any other documentation or information currently or subsequently available in the SWIS database or from any other source regarding the Disposal Site nor to substitute for any due diligence or investigation by any future user of the Property. Notwithstanding anything to the contrary in this Declaration, Declarant makes no representations or warranties regarding the accuracy or completeness of any documentation or information in the SWIS database regarding the Disposal Site, including but not limited to the extent of waste at the Property.

4. The Property is held and hereafter shall be held, conveyed, hypothecated, encumbered, leased, rented, used, and occupied subject to this Declaration. The restrictions and covenants in this Declaration are intended to constitute both equitable servitudes and covenants running with the land. In accordance with Section 25260 of the Health and Safety Code, Declarant hereby declares that the restrictions and covenants herein relate to land use of the Property and are reasonably necessary restrictions on the Declarant's right to own, use, maintain, and transfer the Property and any interest therein to protect present or future human health or safety or the environment as a result of the Disposal Site on the Property and are not and shall not be construed to be an unreasonable restraint on alienation. Each and every contract, deed, or other instrument thereafter executed covering or conveying the Property or any portion thereof shall be held conclusively to have executed, delivered, and accepted, subject to this Declaration, regardless of whether such restrictions and covenants are set forth in such contract, deed, or other instrument.

5. Declarant hereby expressly declares that the restrictions and covenants in this Declaration are for the benefit of the LEA, as a third-party beneficiary. Declarant grants the LEA and its employees, agents, and contractors continued access to the Property, along with any necessary equipment or vehicles, for the purpose of determining compliance with this Declaration, provided that no right of access or use by the general public to the Property or any portion shall be conveyed. This Declaration may be enforced by the LEA and any of its successors or assigns to prevent the occurrence of any prohibited land uses and to require the restoration of such area or features of the Property that may be damaged by any prohibited activity or use that is inconsistent with this Declaration. Any forbearance by the LEA to exercise its rights in the event of any violation of this Declaration shall not be deemed to nor construed to be a waiver of the LEA's rights hereunder in the event of any subsequent failure of the Declarant to comply. The LEA shall not be obligated to Declarant or to any other person or entity to enforce the provision of this Declaration. The LEA may seek injunctive relief, including but not limited to obtaining a court order restraining the non-compliant development of the Property, and such other equitable relief as is available by law.

6. Declarant reserves all rights as the owner of the Property, including the right to engage in uses of the Property that are not prohibited herein nor inconsistent with this Declaration.

7. This Declaration shall run with the Property in perpetuity and shall be binding upon Declarant and each and every successive owner(s) during said owners' period of ownership of the Property (or any portion thereof) and upon each person or entity having any interest therein derived through any owner(s) thereof.

8. Declarant shall provide the LEA with written notice not less than forty-five (45) days prior to any anticipated sale, assignment, or transfers of the ownership of the Property.

9. Declarant shall not amend, modify, waive, or release this Declaration, or any part thereof, without the prior written consent of the LEA, which may be withheld, conditioned, or delayed in the LEA's sole and absolute discretion. Any amendment, modification, waiver, or release without the prior and express written consent of the LEA shall be void.

10. Every provision of this Declaration is intended to be severable. If any provision of this Declaration is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

11. This Declaration shall be governed by and interpreted under the laws of the State of California.

12. This Declaration shall be recorded in the Office of the Recorder of San Bernardino County, California.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by its duly authorized representative as of the day and year written below

DECLARANT: SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

By: _____

Dawn Rowe
Chair, Board of Supervisors

Date: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Signature: _____ (Seal)

EXHIBIT "A"

A portion of that part of the West half of the Southwest quarter of Section 34, Township 1 North, Range 6 West, San Bernardino Meridian, said part being that parcel of land, described as Parcel 1 per deed to the San Bernardino County Flood Control District, recorded June 30, 1941, in Book 1482, page 444, Official Records of said County, said portion being more particularly described as follows:

COMMENCING at the Southwest corner of said Section 34;

Thence North $00^{\circ}18'35''$ East, along the West line of said Section 34, a distance of 1,235.82 feet to the intersection point of the West line of said Section 34 with the Northerly line of the Pacific Electric Railway Right-of-Way, as described in document recorded March 19, 1913 in Book of Deeds 523, Page 114, Records of said County, said point being the Southwest corner of Said Flood Control parcel and said point also being the **POINT OF BEGINNING**;

Thence South $89^{\circ}50'07''$ East, along said Northerly line, a distance of 438.33 feet;

Thence leaving said Northerly line, North $18^{\circ}50'18''$ East, a distance of 59.81 feet;

Thence North $01^{\circ}50'35''$ East, a distance of 892.23 feet to a point, said point being the beginning of a non-tangent curve concave northeasterly, having a radius of 28.50 feet;

thence along said curve a distance of 17.05 feet and having a central angle of $34^{\circ}16'51''$ to a radial line at the end of said curve which bears South $89^{\circ}10'07''$ East;

Thence North $00^{\circ}49'53''$ East, a distance of 144.33 feet to the beginning of a curve concave southwesterly, having a radius of 15.50 feet, a tangent line to said curve being North $00^{\circ}49'53''$ East;

thence along said curve a distance of 20.96 feet to the beginning of a reverse curve concave northeasterly, having a radius of 44.50 feet, a radial line through said beginning of reverse curve bears South $13^{\circ}20'23''$ West;

Thence North $0^{\circ}00'01''$ East, a distance of 18.36 feet;

Thence North $27^{\circ}54'42''$ West, a distance of 35.84 feet, to a point on the Southerly line of that parcel granted to the State of California, described per deed recorded on June 14, 1990, as Instrument # 90-234201, Official Records of said County;

Thence along said Southerly line, North $89^{\circ}43'34''$ West, a distance of 68.81 feet to an angle point in said Southerly line;

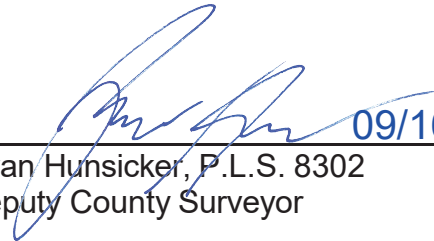
Thence continuing along said Southerly line, South 44°40'17" West, a distance of 493.98 feet to a point on the West line of said Section 34, said point being the most Southwesterly corner of said State parcel;

Thence South 00°18'35" West, along said West line, a distance of 865.23 feet to the **POINT OF BEGINNING.**

Containing 507,192 square feet (11.64 acres more or less)

Attached hereto is a plat labeled Exhibit "B" and by this reference made a part hereof.

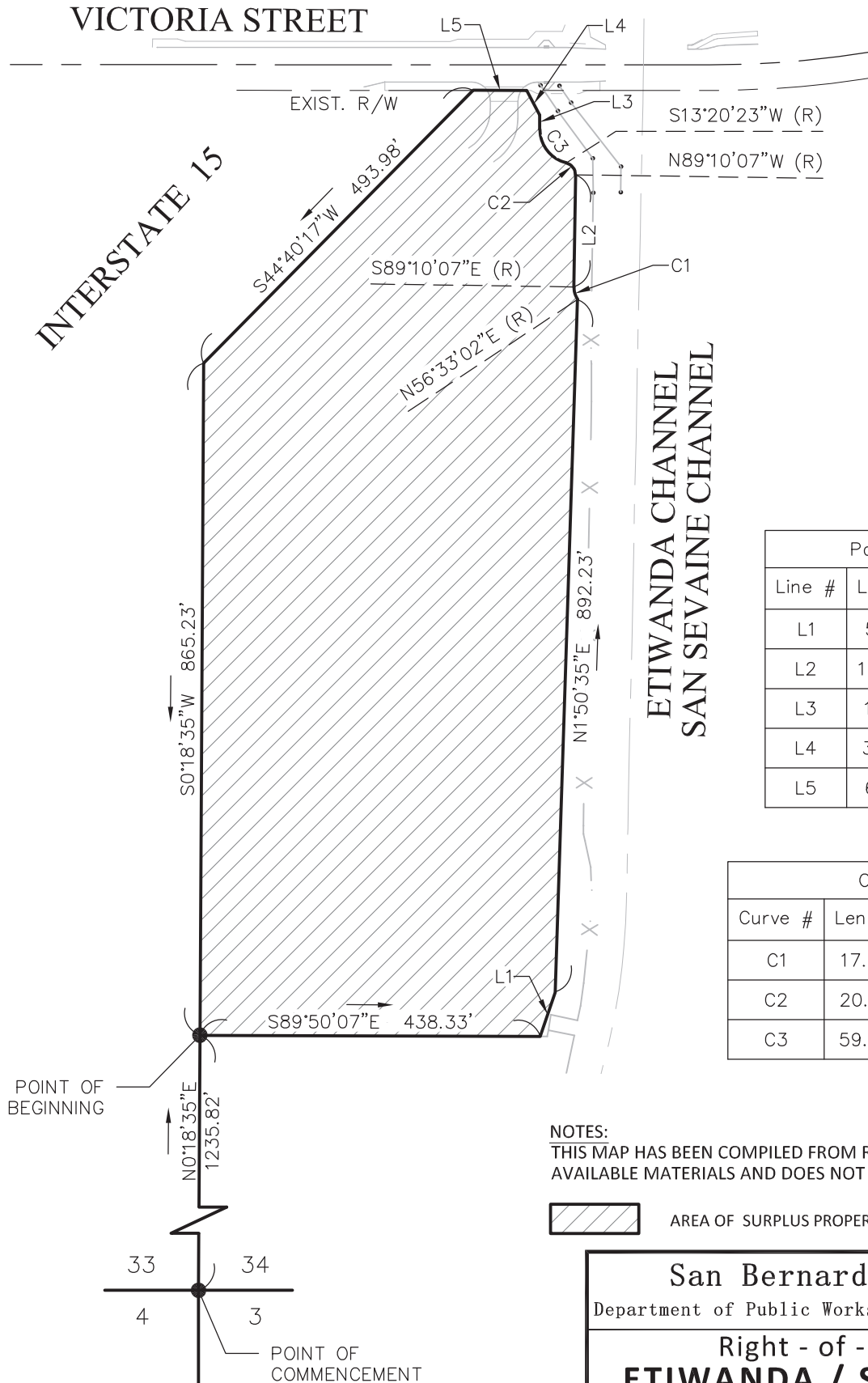
This legal description was prepared by me or under my direction.

By:  **09/16/2024**
Ryan Hunsicker, P.L.S. 8302 Dated
Deputy County Surveyor



Job No. FCSUR-2024-00006
Prepared by: GEG

EXHIBIT "B"



Parcel Line Table		
Line #	Length	Direction
L1	59.81	N18°50'18.00"E
L2	144.33	N0°49'53.43"E
L3	18.36	N0°00'01.36"W
L4	35.84	N27°54'42.00"W
L5	68.81	N89°43'34.00"W

Curve Table			
Curve #	Length	Radius	Delta
C1	17.05	28.50	34°16'51"
C2	20.96	15.50	77°29'30"
C3	59.54	44.50	76°39'35"

NOTES:

THIS MAP HAS BEEN COMPILED FROM RECORD DATA AND OTHER AVAILABLE MATERIALS AND DOES NOT REPRESENT A FIELD SURVEY.



AREA OF SURPLUS PROPERTY: 507,192 ± sq. ft.

San Bernardino County
Department of Public Works-FLOOD CONTROL DISTRICT

Right - of - Way Plat
ETIWANDA / SAN SEVAINE
CREEK SYSTEMS
PORTION SECTION 34
T1N, R6W, SBM; CITY OF FONTANA, CA